

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE entered into this 6th day of November, 2002, by and between WASHINGTON REAL ESTATE INVESTMENT TRUST, hereinafter referred to as "Landlord" and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "County" (Landlord and County together being referred to as the "Parties").

WITNESSETH:

WHEREAS, the County and the Landlord are parties to a lease agreement (hereinafter referred to as "the Lease") dated November 8, 1999, under which Lease the County leased from the Landlord premises comprising 5,743 square feet designated as Suite 300 within the building located at 600 E. Jefferson Street, Rockville, Maryland, and

WHEREAS, a copy of the Lease is attached hereto and made a part hereof, and

WHEREAS, the Parties desire to expand the space occupied by the County by an additional 1,504 square feet and to extend the term of the Lease.

NOW THEREFORE, the Parties desire to modify the terms of the Lease as set forth herein.

1. EXPANSION SPACE: The Landlord leases to the County an additional 1,504 square feet on the third floor in 600 E. Jefferson Street, Rockville, Maryland as depicted on Exhibit A.
2. RENT: Effective with the substantial completion of the construction and remodeling referenced in Section 3, the Landlord and the County agree that the rent will be increased by THIRTY NINE THOUSAND, SIX HUNDRED and

32/100 DOLLARS (\$39,600.32) annually, THREE THOUSAND, THREE HUNDRED and 03/100 Dollars (\$3,300.03) monthly, and will be increased annually at the rate provided in the Lease.

3. CONSTRUCTION AND REMODELING: Landlord and County agree to have Landlord design and construct interior improvements within the Expansion Space listed on Exhibit B on the County's behalf at the Landlord's sole cost and expense.

4. TERM: The term of this Lease will be extended an additional three (3) years terminating November 12, 2007.

5. 6. All other terms and conditions of the lease between the Parties will remain in full force and effect, without change or modification except as set forth hereinabove.

SIGNATURE PAGE TO FOLLOW

5. REAL ESTATE TAX INCREASE: Lessee's proportionate share as referenced in paragraph 4 of the Lease shall be amended to be six and thirty one hundredths of one percent (6.30%).

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be properly executed.

WITNESS:

By: Rebecca S. Domaruck

TENANT:
MONTGOMERY COUNTY,
MARYLAND

By: William Mooney
William Mooney Assistant
Chief Administrative Officer

Date: 11/06/02

WITNESS:

By: [Signature]

LANDLORD:
WASHINGTON REAL ESTATE
INVESTMENT TRUST

By: [Signature]

Title: President

Date: 10/8/02

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Lileen T. Brisner

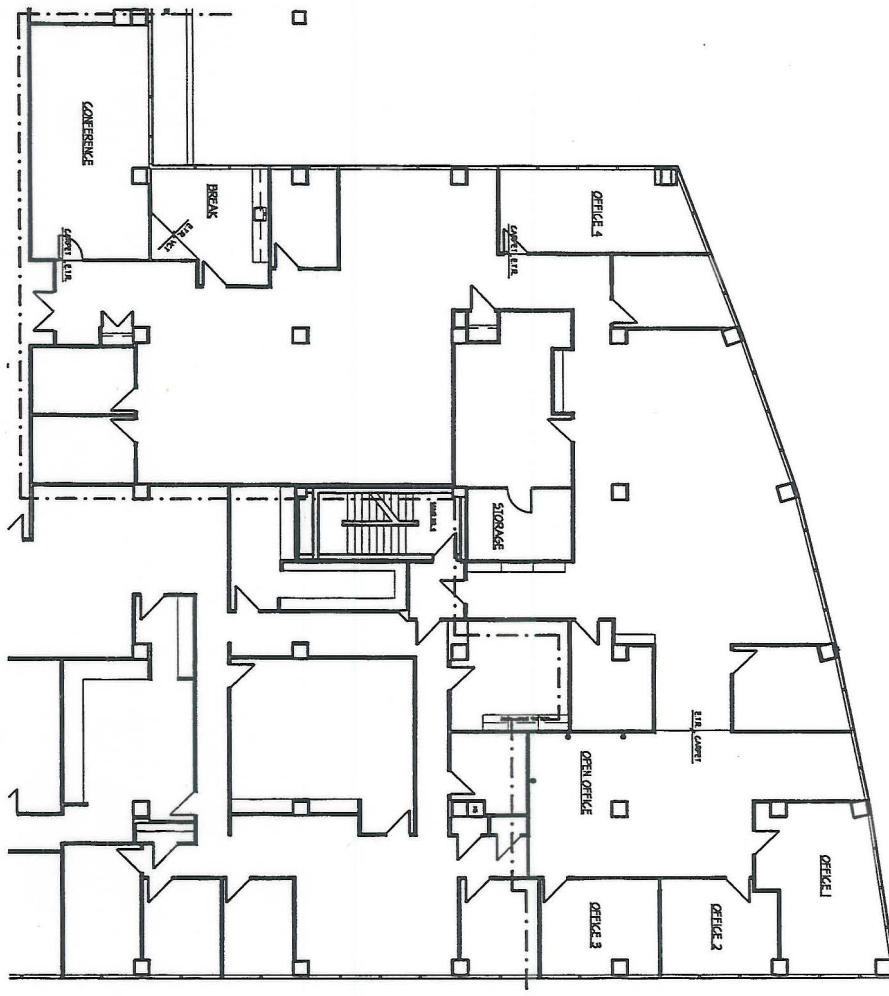
Date: 9/27/2002

RECOMMENDED

By: [Signature]
J. Ronald Smith, Chief
Facility Services Section
Division of Facilities and Services

Date: 10/7/02

1 FLOOR PLAN NOT TO SCALE



- 1 08/01/2002 REVISION
- 2 08/13/2002 REVISION
- 3 08/16/2002 REVISION

EXHIBIT A - FLOOR PLAN

TENANT NAME: MONTGOMERY COUNTY GOVERNMENT
 SUITE NO.: 300 PROPERTY: 600 JEFFERSON
 PLAN DATE: 08/28/2002 RENTABLE SF: 7,247 SQ. FT.
 FLOOR PLAN SUBJECT TO LOCAL JURISDICTION APPROVAL AS REQUIRED PER CODE. HVAC, PLUMBING & ELECTRICAL TO BE PER CODE. ACTUAL DIMENSIONS MAY VARY SLIGHTLY FROM EXISTING CONDITIONS IN BUILDING. INFORMATION SHOWN IS AS ACCURATE AS POSSIBLE. REFER TO "EXHIBIT B - TENANT IMPROVEMENT - SPECIFICATIONS" FOR MORE INFORMATION. I HAVE REVIEWED, UNDERSTAND AND ACCEPT THIS PLAN.
 INITIAL BY TENANT: _____ INITIAL BY LANDLORD: _____

EXISTING CONSTRUCTION TO REMAIN.
 NEW CONSTRUCTION.
 EXISTING DOOR TO REMAIN
 NEW DOOR

SHEET NUMBER

DRAWN BY: KNL

DATE: 08/28/2002

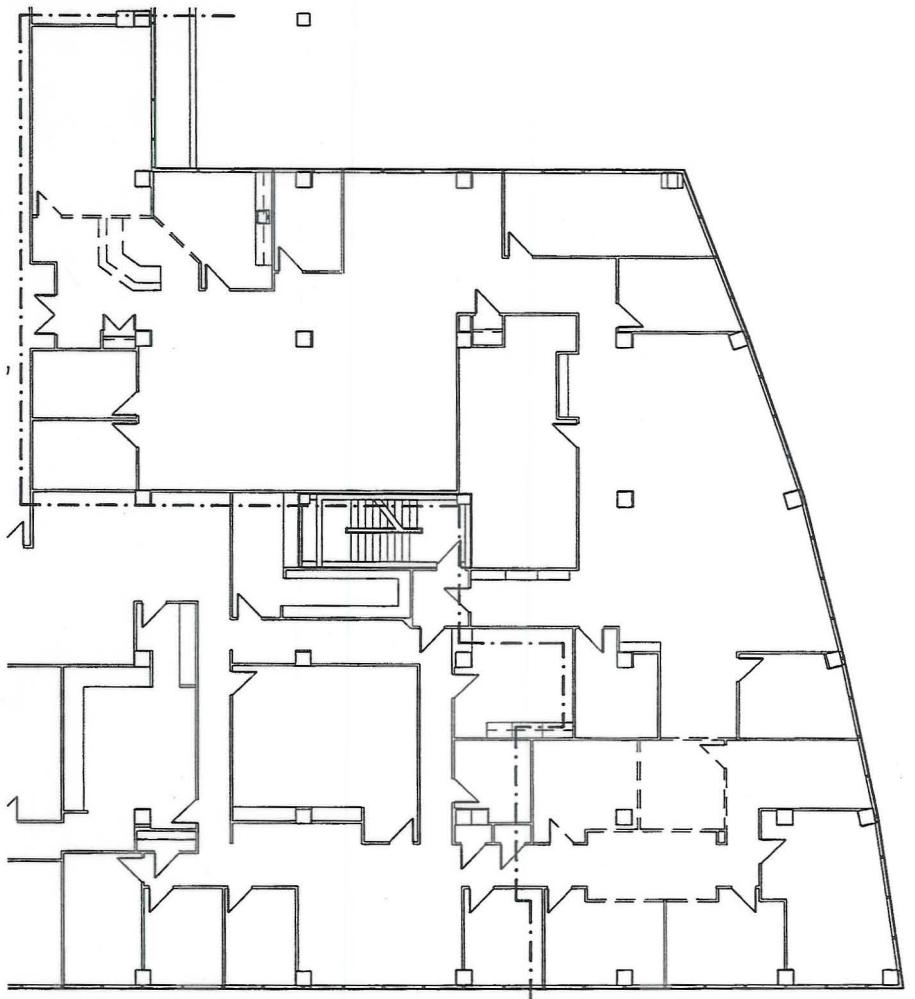
SCALE: NOT TO SCALE

SHEET TITLE:

FLOOR PLAN

MONTGOMERY COUNTY
 GOVERNMENT
 600 JEFFERSON STREET
 SUITE 300
 ROCKVILLE, MARYLAND 20852

WRIT
 WASHINGTON REAL ESTATE INVESTMENT TRUST
 6110 EXECUTIVE BOULEVARD - SUITE 800
 ROCKVILLE, MARYLAND 20852
 (301) 984-9400



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DEMOLITION FLOOR PLAN

NOT TO SCALE

- 1 08/01/2002 REVISION
- 2 08/13/2002 REVISION
- 3 08/16/2002 REVISION



- EXISTING CONSTRUCTION TO REMAIN
- EXISTING CONSTRUCTION TO BE REMOVED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED

<p>SHEET NUMBER: KIL</p> <p>DATE: 08/28/2002</p> <p>DRAWN BY: KIL</p> <p>SCALE: NOT TO SCALE</p> <p>SHEET NUMBER: 2344-04</p>	<p>SHEET TITLE: DEMOLITION FLOOR PLAN</p>	<p>MONTGOMERY COUNTY GOVERNMENT 600 JEFFERSON STREET SUITE 300 ROCKVILLE, MARYLAND 20852</p>	<p>WRIT WASHINGTON REAL ESTATE INVESTMENT TRUST 6110 EXECUTIVE BOULEVARD - SUITE 800 ROCKVILLE, MARYLAND 20852 (301) 984-9400</p>
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Exhibit B:

Tenant Improvements Specifications

- A. Landlord shall perform the following building improvements to the Premises at Landlord's sole cost and expense in a workman-like manner and in accordance with applicable building codes and as shown on the attached Exhibit A - Floor Plan ("Floor Plan"):
1. Demolition of existing walls which would be required to provide the layout, as shown on the attached Floor Plan. Patch and repair all adjacent surfaces affected by demolition work as required and prepare all surfaces for installation of new finishes as specified.
 2. Provide walls to be taped, blocked, skimmed, and sanded, ½" gypsum wallboard on both sides of 2½" metal studs, from the floor to the underside of the suspended ceiling, as shown on the attached Floor Plan.
 3. Provide new demising partitions where shown, to be taped, blocked, skimmed and sanded, ½" Type X fire rated gypsum wallboard on both sides of 2½" metal studs, from the floor up to the underside of the structure above. Existing one hour rated Tenant demising partitions extend to the underside of structure above.
 4. Existing Suite Entrance doors with building standard locksets with lever hardware to remain.
 5. Remove and relocate existing Conference Room door, door frame, and hardware to the new location as shown on the Floor Plan.
 6. *Provide one (1) new 3'-0" x 8'-2" solid core wood veneer interior doors, stained within the Tenant's suite as shown on the Floor Plan, with 'Neptune' - 626 brushed chrome finish, S-series by Schlage cylindrical passage lever hardware set.*
 7. Provide one of the following cut pile carpets on pad or direct glue down loop carpets for the Conference Room, **Office 2, Office 3, Office 4 and Open Office** only as shown on the Floor Plan: 1) Bigelow Commercial, Preview II, 30 oz. cut pile over new 40 oz. hair and jute padding (Diplomatic 40); 2) Shaw, Design Series IV, 30 oz. cut pile over new 40 oz. hair and jute padding (Diplomatic 40); 3) Bigelow Commercial, Camden, 26 oz. loop graphic with "Weldlok" backing direct glue down; 4) Cyber Weave, 26 oz. textured loop graphic carpet with "Weldlok" backing, direct glue down. Tenant to select one color from manufacturer's standard selections throughout and based on manufacturer's availability.
 8. *Provide upgraded carpet for Office 1 – maximum allowance of \$20.00 per square yard installed.*
 9. Provide Tarkett Color Basics or Armstrong Excelon vinyl composition tile, or equal, 12" x 12", 1/8" thick for the Break Room new expanded area as shown on the Floor Plan. Tenant to select one color from manufacturer's standard selections and based on manufacturer's availability.
 10. Provide Nafco or equal 4" high vinyl base cove on walls affected by new construction. Tenant to select one color from manufacturer's standard selections and based on manufacturer's availability.
 11. Provide two coats Duron, McCormick, or equal, Acrylic Vinyl Flat latex for the Conference Room and the new expanded area only as shown on the Floor Plan. Tenant to select one color to be throughout. Provide two coats of Duron, McCormick, or equal Interior Enamel semi-gloss paint on all the door frames. Door frames painted to match the adjacent walls. If doors in the space are painted, then repaint existing doors and paint new doors. If doors in the space are stained, then touch up existing doors, and stain new doors. Paint induction unit covers to match adjacent walls.
 12. Existing 2' x 2' building standard fissured square edge 16PC64SQ acoustical ceiling tile, USG 506 in exposed spline suspended ceiling grid system to remain. Replace all damaged or stained ceiling tiles. Paint and repair existing ceiling grid system as required to provide a finished, clean appearance.
 13. Existing suspended ceiling grid to be painted building standard white. Repair existing ceiling grid as required with building standard (USG 506 ceiling, white fissured square edge 16PC64SQ).
 14. Existing building standard window blinds for all exterior windows within the Tenant's suite to remain repair or replace any damaged or missing blinds.
 15. Provide the following electrical and/or mechanical in the suite, if existing, then to remain, or provide new to make up the difference as follows:
 - a. Two (2) regular duplex receptacles per interior room. No outlets, or tenant telephone and computer receptacles will be permitted on building exterior window walls. New outlet covers are to have stainless steel finish.
 - b. *Provide a total of 3 duplex receptacles for the Open Office as shown on the Floor*

Plan.

- c. One (1) single pole light switch for each interior room. New switch covers to match existing adjacent covers.
 - d. Relocate and provide as necessary 2' x 4' lay-in fluorescent lights, to be building standard.
 - e. Exit lights and emergency lights as required by code, to be battery back up.
 - f. Relocate existing HVAC diffusers and return grilles as required in each room or area so that there is a minimum of 1 supply and 1 return in each interior room and a minimum of one (1) return grill in each exterior office. Provide fire dampers where required by code.
 - g. Landlord will cooperate with the Tenant's telephone and computer companies with its installation of Tenant's lines, jacks and equipment.
 - h. Tenant will provide the Landlord with all of the locations for all of the above mentioned item a. thru c.
- B. Landlord is not responsible for providing systems furniture, systems furniture layout, systems furniture permits, systems furniture electrical, telephone, or any data connections for operation of systems furniture.
- C. Tenant is responsible for moving all computers, fax machines, telephones, printers, copiers and other electronic equipment prior to Landlord's commencement of work.
- D. Except as otherwise set forth in Paragraph A above, Tenant, at its own cost, will be responsible for all other improvements to the Premises including, but not limited to ceiling, wall, floor and window coverings, lighting, fixtures, and other equipment.
- E. Tenant shall furnish the Landlord its electric and telephone locations as well as all other selections required by the Tenant (i.e. paint, carpet, cove base) no later than five (5) days after execution of this Lease. Any delay to the improvements to be performed by the Landlord outlined in this Exhibit B for any reason caused by Tenant shall be considered a "Tenant Delay" such as: 1) Delays in time caused as a direct result of modifications to the floor plan and/or specifications as described in this Exhibit B; 2) Delays in time caused as a direct result of Tenant's failure to move all computers, fax machines, telephones, printers, copiers and other electronic equipment prior to Landlord's commencement of work; 3) Additional items required above and beyond the scope of Exhibit A or B for the Premises after lease execution; 4) Failure to make selections in a timely manner; 5) Delays caused by the Tenant's architect, contractor or other consultants; 6) Tenant's failure to grant Landlord or its agents or contractors timely access to the Premises; 7) Any other delay or stoppage of construction requested or caused by Tenant. In the event of any such Tenant Delay, the Lease Commencement Date shall be the date of delivery of the Premises, minus the total number of days of any Tenant Delay. A deadline delivery date by the Landlord, if one is specified in the Lease, shall be extended by the total number of days of any such Tenant Delay.
- F. For all purposes under the Lease, Landlord's Work shall be deemed to be substantially complete when Landlord's Work, as defined in Exhibit B, is entirely completed except for minor punch list items and long-lead items, the completion of which shall not materially interfere with Tenant's use of the Premises.

Signed by:

Tenant:

Montgomery County
Company Name

William Mooney
Signature

William Mooney, AIAO
Name, Title

11/06/50
Date

Landlord:

W R I T

Edmund B. Cronin
Edmund B. Cronin, President and CEO